

City of Aurora

Public Art Department | Community Development Division

20 E Downer Place | Aurora, Illinois 60507

Email: EvansJ@aurora.il.us | Web: www.aurora-il.org/329/Aurora-Public-Art

City of Aurora Public Art Scope of Work for Sculpture Park

This agreement is entered into this 7th day of February 2023, by and between the City of Aurora, hereinafter called “City”, and Edra Soto, hereinafter called the “Designer.”

Whereas, the Designer has been selected pursuant to procedures adopted by City Council and City of Aurora Request for Qualifications 22-59 to design, according to the factors in this agreement, a work of art, on such terms and conditions as follow:

Now therefore, the parties agree as follows:

Duties/Scope of Work:

1. Designer agrees to deliver a sculpture design, conforming to the requirements listed below. Designer must also include a detailed budget for fabrication and installation not to exceed \$100,000.00. The final draft must be submitted by March 15, 2023.
 - a. The sculpture is to be located along the west face of the David L. Pierce Art & History Center at 20 E Downer Place. This lot is a grass-covered lawn, declining from the sidewalk at an approximately 8% grade. The triangular shaped lot is bordered by a three-story brick wall, a sidewalk, and a garden. See Exhibit A for measurements and images.
 - b. The design shall include one or more interactive elements and shall incorporate one or more references to Aurora’s history and/or culture. The design shall reflect the style and quality shown in the portfolio provided by The Designer within their application to the City of Aurora Request for Qualifications 22-59.
 - c. The final design and budget shall include effective assurance of professional engineering of the fabrication and installation of the sculpture. The sculpture and installation plans must meet the City’s satisfaction and approval regarding safety, liability, water table, and other relevant concerns.
 - d. Prior to submitting the final design, the Designer shall perform a site visit, including a meeting with City staff to clarify details and direction of the project.
 - e. Submit any anticipated maintenance requirements, recommended maintenance schedule, anticipated and required care and/or replacement of any part of the work and associated moving parts or equipment (if any); and written instructions to preserve the work. The work

must be durable, taking into consideration that the site listed in Exhibit A is an unsecured public space that may be exposed to the elements such as weather, temperature variation and a considerable amount of movement of people and possible landscape equipment.

f. All requirements listed in Exhibit A.

2. City reserves the right to request up to two changes to the design. Draft designs may be delivered prior to 3/15/23 to allow additional time for requested edits. Failure to provide a final design and budget by 3/15/23 will result in a breach of contract and non-payment.

Term:

3. A final design and budget must be submitted by March 15, 2023. A stipend for the design will be processed through the City of Aurora Purchasing Department after the final design is received.
4. The design will then be reviewed for approval by the Aurora Public Art Commission, the City of Aurora Development Services Team, the FoxWalk Design Review Committee, and the City of Aurora Business, Zoning, and Economic Development City Council Subcommittee.
5. Following approval by each of these committees, The Designer will receive a contract for fabrication and installation of the approved design. In the event the design is not approved, a second design contract may or may not be offered, pending the decision of the committees.
6. The term of this Contract shall be, first portion due March 15, 2023 until the work described herein is completed as indicated in Exhibit A and under Duties above.

Compensation

7. In consideration for the Designer accomplishing said result, City agrees to pay Designer ~~\$2,000.00~~ stipend for the design. 2000.00
- 8.
9. Payments shall be set forth through the City of Aurora's payment schedule. It is understood that the total compensation for all services, deliverables, and travel in this contract shall not exceed \$2,000.00. All requests for payment must be accompanied by a detailed invoice submitted to: Evansj@aurora.il.us

Right, Title and Interest to the Work

10. All versions of the design proposals shall remain the sole property of the Designer.
11. Designer warrants that the design of the work as expressed in the proposal is an edition of one, and that neither Designer nor Designer's agent(s) (if any) will execute or authorize another to execute another work of the same or substantially similar image, design, dimension and materials as the Work submitted and approved.
12. Designer warrants that the Designer is the sole author of the work and that the Designer is the sole owner of any and all copyrights pertaining to the work.

Independent Contractor Status

13. Designer and City have reviewed the terms and agree that the Designer is an independent contractor and not an employee of the City of Aurora. Designer is responsible for all insurance and payroll

related taxes and is not entitled to any employee benefits through the City. City agrees that the Designer shall have the right to control the manner and means of accomplishing the result contracted herein.

Disputes

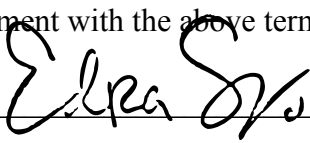
14. Any claims arising out of or related to this contract shall be made in the Sixteenth Judicial Circuit, Kane County, State of Illinois.

Termination of Agreement:

15. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party. In the event that the Designer abandons the work, defaults on any terms of this contract or otherwise causes it to be terminated without cause prior to final acceptance of the work, Designer shall not be owed or paid any further compensation by the City , and shall remit to the City all sums of money previously paid under the terms of this Contract. If the City terminates this contract without cause, the City shall only pay the Designer for work completed and materials purchased towards the design of the work up to the effective date of the termination.

If in agreement with the above terms, please sign below:

Edra Soto



Printed Name: Edra Soto
Address: 3522 W Franklin Blvd
Chicago IL 60624
Phone: 312-823-3632
Email: edrasoto@gmail.com

Jennifer Byrne, City of Aurora, Director of Public Art
Per Resolution _____

EXHIBIT A: LOCATION

Sculpture Park adjacent to (west of) the David L. Pierce Art & History Center at 20 E. Downer Place, Aurora, IL. Triangular in shape, the park's borders lie east along the 3-story structure at 20 E. Downer, south along a public sidewalk, and diagonally, southwest to northeast, by an alley. The ground level recedes south to north at an approximately 8% grade.

- *EXISTING BOULDERS AND SCULPTURES TO BE REMOVED*
- *PERIMETER GARDENS TO REMAIN*
- *PREFERENCE FOR CENTER REDBUD TREE TO REMAIN*
- *BENCHES MAY BE REMOVED IF NECESSARY TO DESIGN*

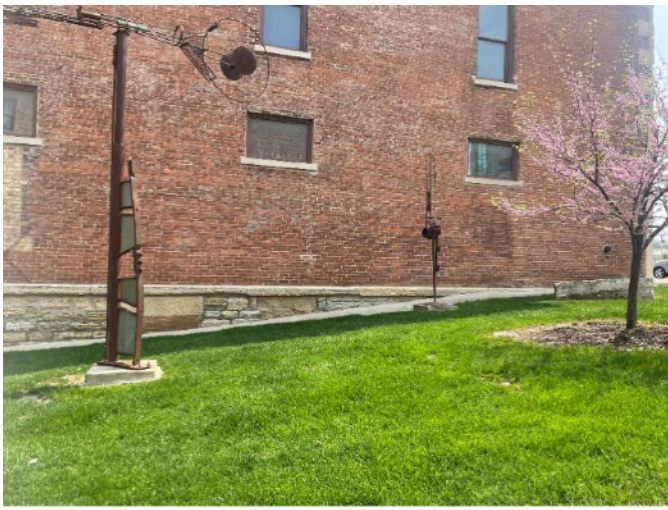
Looking north



Looking northwest



Approximately 8% grade south to north



Sample of existing benches along west boundary of park; 3 benches total



LOCATION DIMENSIONS:

- The south width of the park is 45'; the east length of the park is 87'
- The location of the sculpture shall be limited to the area shown below as lawn.
- The south width of lawn space available for the sculpture is 27'
- The east length of lawn space available for the sculpture is 58'
- The Designer is responsible for obtaining exact measurements during a site visit

